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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

RAMADA FRANCHISE SYSTEMS, INC.,	)	
a Delaware corporation,	)	
	)	
Plaintiff,	)	
	)	Civil No. 04-6027-TC
v.	)	
	)	ORDER
1550 NINTH STREET, L.P. a	)	
Washington limited partnership	)	
SPUTNIK, INC., a Washington	)	
corporation; and LAWRENCE P.	)	
HORWITZ, individually,	)	
	)	
Defendants.	)	
	)	

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Magistrate Judge Thomas M. Coffin filed his Findings and Recommendation on September 22, 2005. The matter is now before me. See 28 U.S.C. § 636(b)(1)(B) and Fed. R. Civ. P. 72(b). No objections have been timely filed. This relieves me of my obligation to give the factual findings de novo review. Lorin Corp. v. Goto & Co., Ltd., 700 F.2d 1202, 1206 (9th Cir. 1982). See also Britt v. Simi Valley Unified School Dist., 708 F.2d

452, 454 (9th Cir. 1983). Having reviewed the legal principles de novo, I find no error.

Accordingly, I ADOPT Judge Coffin's Findings and Recommendation. Plaintiff's motion to proceed against the non-debtor defendants (#60) is granted. Plaintiff's motion for summary judgment (#27) is granted. Judgment will be entered in favor of plaintiff and against defendants 1550 Ninth Street and Sputnik, Inc. on the breach of contract claims in the amount of \$330,884.11, plus \$2,625.00 for attorneys fees and costs, plus interest as appropriate from January 18, 2005 to the date of judgment. Defendants' counterclaims are dismissed. Plaintiff's remaining claims, including its Lanham Act claims, were not moved upon and remain for trial. The stay remains in effect as to defendant Horwitz.

IT IS SO ORDERED.

DATED this 13<sup>th</sup> day of OCTOBER, 2005.

  
UNITED STATES DISTRICT JUDGE